



Health Services
LOS ANGELES COUNTY

June 19, 2007

**Los Angeles County
Board of Supervisors**

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First District

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Second District

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Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**EDUCATION AFFILIATION AGREEMENT BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS AND
THE COUNTY OF LOS ANGELES**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an Education Affiliation Agreement (Exhibit I) between the Department of Veterans Affairs (VA) and the County of Los Angeles (County), to permit the reciprocal exchange of residents between the Department of Health Services and the VA Greater Los Angeles Healthcare System to allow residents of both parties to receive medical training toward the completion of their residency programs in all residency training programs offered by both parties, effective upon Board approval and execution by both parties until termination by the mutual consent of both parties, or by written notice by either party to the other six months in advance of the next training rotation, with no exchange of money between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the Agreement will allow the reciprocal exchange of residents between the County's Department of Health Services (DHS) and the VA Greater Los Angeles Healthcare System (VAGLAHS) in all residency training programs offered by both parties. Currently, County Agreement Number H-206838 with the VA Outpatient Clinic permits reciprocal exchange of residents between the parties. However, while the VAGLAHS may send its residents to receive training at any DHS facility, DHS may only send its residents to the VA Outpatient Clinic. Three other current agreements with the VA permit the VA to send its residents in specific fields of medicine to designated DHS facilities but do not allow reciprocity on the part of DHS. The ability of both parties to exchange residents in all available residency training programs will greatly enhance the quality of resident training for all involved residents and the ability of both parties to retain accreditation of their various respective residency training programs.

Approval of the Agreement will also correct a misunderstanding which led to County residents receiving training at VA facilities without the benefit of a Board-approved agreement. In February 2007, the DHS Executive Office determined that

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Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

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County residents were receiving training at various VA facilities which were not covered under existing Board-approved contracts. The training occurred under the mistaken belief that the training was authorized under the VA Outpatient Clinic Agreement. Under the proposed Agreement, those County residents currently in rotation at VA facilities other than the Outpatient Clinic will be able to complete their training. The Agreement will then provide the legal basis for all future resident training between the VA and DHS.

The County will also benefit by receiving patient care provided by VA residents under the direct supervision of the County's physicians.

FISCAL IMPACT/FINANCING:

There is no net County cost. Under the Agreement, there will be no monetary exchange between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of institutions. The agreements are intended to allow County residents to obtain essential observational and practical experience in their respective medical fields when such training is not available at any County facilities. A number of these affiliation agreements also allow the affiliate to send their residents to a County facility to receive medical training when the affiliates are unable to provide the necessary training for their residents. Historically, the County has entered into these types of agreements with the U.S. Department of the Navy, Air Force, Army, the VA, and many others involving various medical fields at various County facilities.

Under this Agreement, the respective residents of each party will receive training in all available residency programs at the other party's facilities under the direct supervision of the hosting party's qualified physicians. Each party's residents will adhere to all applicable rules and regulations of the hosting party's facilities and will be provided with the required information regarding each respective party's risk management programs.

The VA will provide liability protection under the Federal Tort Claims Act for County residents receiving training at VAGLAHS. The County will provide liability protection under the County's self-insurance program for VA residents receiving training at County facilities. The Chief Administrative Office, Risk Management Operations concurs with the liability provisions of the Agreement.

The Agreement does not include the usual County provisions because the VA required the use of its Federal Agreement format as a condition for the reciprocal exchange of residents. The Board has approved two prior substantially similar agreements with the VA.

The Agreement, when approved by the Board and upon execution by both parties, will supercede and replace all current resident rotation affiliation agreements with the VA, including Agreements Nos. H-206838 (VA outpatient clinic), H-701875 (resident rotation at Rancho), H-702407 (resident rotation at Olive View), and H-702408 (resident rotation at H/UCLA).

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The Agreement will be effective upon Board approval and execution by both parties, and will be effective until termination by mutual consent of both parties, or by written notice by either party six months in advance of the next residency rotation period.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

CONTRACTING PROCESS:

It is not appropriate to solicit a resident rotation affiliation agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The County and the VA will benefit by having expanded residency training at all VAGLAHS and DHS facilities. County patients will benefit from additional medical services provided by VA residents under the direction of DHS physicians.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:pps
BLETC4369 - VA Board Letter.pps.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Medical Residency Training.

2. **AGENCY ADDRESS, CONTACT PERSON, AND TELEPHONE NUMBER:**

VA Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, California 90073
Telephone: (310) 478-3711
Attention: Arthur H. Friedlander, DMD
Associate Chief of Staff/Education

3. **TERM:**

The Agreement will be effective upon Board approval and execution by both parties and will be effective until termination by mutual consent of both parties, or by written notice by either party six months in advance of the next residency rotation period.

4. **FINANCIAL INFORMATION:**

There is no net County cost. Under the Agreement, there will be no monetary exchange between the parties.

5. **GEOGRAPHIC AREAS TO BE SERVED:**

Countywide.

6. **ACCOUNTABILITY FOR MONITORING AND EVALUATION:**

Robert G. Splawn, M.D., Senior Medical Director

7. **APPROVALS:**

| | |
|---------------------------------------|---|
| Clinical Affairs and Affiliations: | Robert G. Splawn, M.D., Senior Medical Director |
| Finance: | Allan Wecker, Acting Chief Financial Officer |
| Contracts and Grants Division: | Cara O'Neill, Chief |
| County Counsel (approval as to form): | Andrea Ross, Deputy County Counsel |



**EDUCATION AFFILIATION AGREEMENT BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND A NON-VA HEALTH CARE FACILITY OR AGENCY**

(For use when both parties desire a bilateral exchange of trainees at each party's respective health care facilities)

VA NETWORK

Veterans Integrated Service Network (VISN) 22

VA MEDICAL CARE FACILITY (including city and state)

VA Greater Los Angeles Healthcare System

VA SPONSORED PROGRAM/DISCIPLINE AND DEGREE(S)

All Residency/Trainee Programs

NAME OF NON-VA HEALTHCARE FACILITY OR AGENCY (including city and state)

County of Los Angeles – Department of Health Services

This agreement, when duly executed and approved by the Department of Veterans Affairs ("VA"), establishes an affiliation between VA and its VA Greater Los Angeles Healthcare System ("VAGLAHS"), and affiliated non-VA health care facility, the County of Los Angeles – Department of Health Services ("County") for the academic purposes of enhanced patient care, education, and research. VA and County have a shared responsibility for the academic enterprise. It is mutually agreed that clinical or practical experience for each parties respective trainees shall be accomplished by the sending of each respective party's trainees to the other party's health care facility(ies). In each case, the sending party's trainees will receive appropriate training and supervision by appropriately qualified and designated receiving party's personnel as set forth in this Agreement hereunder. Through this agreement, a partnership is created to enable enhanced patient care, education, and research. Additional responsibilities are delineated below.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education in the VA sponsored program rests with VA. Ultimate responsibility for the control and operation of non-VA health care facilities or programs rests with the non-VA health care facility or agency.

County and VA comply with Title VII of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

County As Trainee Facility:

Trainees of the VA sponsored educational program, when at a County facility and furnishing professional services covered by this agreement, will have personal liability protection provided by County.

VA As Trainee Facility:

Trainees of County sponsored educational program, when at a VA health care facility and furnishing professional services covered by this agreement, will be protected from personal liability under the Federal Tort Claims Act (28 U.S.C., Sections 2671-2680).

RESPONSIBILITIES

1. County has the following responsibilities:

- A. Operate and manage County health care facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities as appropriate.
- B. Participate with the VA in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Assure that staff with appropriate credentials will supervise trainees while at the County health care facility.
- D. Establish with VA the minimal qualifications for trainees in the VA sponsored program that will rotate to the County health care facility.
- E. Orient trainees and faculty to the County health care facility and inform them that they are subject to the rules and regulations of the County health care facility while in those facilities.
- F. Evaluate the trainee's performance and conduct in mutual consultation with VA faculty and according to the guidelines outlined in the approved curriculum and accepted standards.
- G. Subject to the approval of both parties, review and sign appropriate educational program letters of agreement prepared by VA.
- H. Dismiss any trainee from County's health care facility for unsatisfactory educational performance, noncompliance with the policies and procedures of County.

2. VA has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Participate with County in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.
- D. Assure that staff with appropriate credentials will supervise trainees.
- E. Establish minimal qualifications for trainees in VA sponsored educational programs.
- F. Consult with faculty from County on issues of trainee noncompliance with the policies and procedures of County, and take appropriate action.

G. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

H. Subject to approval of both parties, develop educational program letters of agreement for each County health care training program that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

I. Dismiss any trainee from the VA facility for unsatisfactory educational performance, noncompliance with the policies and procedures of VA.

J. Appoint VA and County faculty, if appropriate, to the VA Partnership Council and its subcommittees. If appropriate to do so, County faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

K. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURE PAGE

*Signature of Responsible Official for County of Los Angeles –
Department of Health Services*

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above



*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

5/11/07

Date of Signature

Charles M. Dorman, FACHE

Typed Name of Individual Signing Above

Director, VA Greater Los Angeles

Typed Title of Individual Signing Above



Signature of VA Designated Education Official

5/16/07

Date of Signature

Arthur H. Friedlander DMD

Typed Name of Individual Signing Above

Associate Chief of Staff/Education

Typed Title of Individual Signing Above